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ATTORNEYS FOR THE DEBTORS

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § **CASE NO. 14-30699-11**
§
BUFFET PARTNERS, L.P., et al., § **CHAPTER 11**
§
DEBTORS.¹ § **(Jointly Administered)**

NOTICE OF AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

PLEASE TAKE NOTICE THAT on March 28, 2014, the Debtors filed the fully executed Asset Purchase Agreement with Chatham Credit Management III, LLC or its designee, with all Schedules thereto [Dkt. No. 233] (the “Purchase Agreement”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file Amendment No. 1 to the Purchase Agreement, attached hereto as **Exhibit A.**

¹ The Debtors in these chapter 11 cases are Buffet Partners, L.P. and Buffet G.P., Inc.

Dated: June 12, 2014

Respectfully submitted,

BAKER & MCKENZIE LLP
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By: /s/ John E. Mitchell
John E. Mitchell, SBT #00797095
Rosa A. Shirley, SBT #24056313

ATTORNEYS FOR THE DEBTORS

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2014, a true and correct copy of the foregoing *Notice of Amendment No. 1 to Asset Purchase Agreement* was served on the parties registered to receive electronic notification via the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas, and via United States first-class mail on those parties listed on the Debtors' Master Service.

/s/ John E. Mitchell
John E. Mitchell

**AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT**

by and between

Chatham Credit Management III, LLC (or its designee)

and

Buffet Partners, L.P.

June 11, 2014

EXHIBIT A

**AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT**

This Amendment No. 1 to Asset Purchase Agreement (the “Amendment”) is made as of June 11, 2014, by and between Buffet Partners, L.P., a Texas limited partnership (the “Seller”), and Chatham Credit Management III, LLC (or its designee) (the “Purchaser”).

The parties hereto have entered into the Asset Purchase Agreement, dated as of March 28, 2014 (the “Purchase Agreement”), by and among the Purchaser and the Seller.

The parties hereto desire to amend the Purchase Agreement to extend the Closing Date on the terms herein provided.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions; Interpretation. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Purchase Agreement. This Amendment shall be construed and interpreted according to the rules of construction and interpretation set forth in the Purchase Agreement. All references in the Purchase Agreement to “the Agreement” shall be deemed to be references to the Purchase Agreement as amended hereby.

Section 2. Amendment. The Purchase Agreement is hereby amended as follows:

Section 2.7. Section 2.7 of the Purchase Agreement is hereby amended and restated to read in its entirety as follows:

Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place at the offices of Baker & McKenzie LLP, 2001 Ross Avenue, Suite 2300, Dallas, Texas 75201, at 10:00 a.m., local time, as soon as practicable, but in no event later than June 17, 2014. The date on which the Closing actually occurs is referred to in this Agreement as the “Closing Date.”

Section 5. Entire Agreement; Ratification. This Amendment constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, or any of them, written or oral, with respect to the subject matter of this Amendment. Except as modified or supplemented hereby, the Purchase Agreement will continue in full force and effect and is hereby ratified, adopted and approved in every respect. Each party to this Amendment acknowledges and agrees that, as modified or supplemented hereby, the Purchase Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by insolvency, moratorium, bankruptcy or other similar laws affecting creditor’s rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

Section 6. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, the internal laws of the State of Texas (without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this

Amendment, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

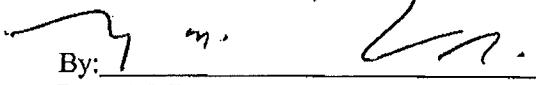
Section 7. Counterparts. The parties may execute this Amendment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Amendment is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

[Signature page follows.]

The parties have executed and delivered this Amendment as of the date indicated in the first sentence of this Amendment.

BUFFET PARTNERS, L.P.

By: Buffet G.P., Inc.
Its: General Partner

By: 
Barry M. Barron, Sr.
CEO

CHATHAM CREDIT MANAGEMENT III, LLC

By: Chatham Capital Holdings, Inc., its Manager

By: _____
Name:

Title:

The parties have executed and delivered this Amendment as of the date indicated in the first sentence of this Amendment.

BUFFET PARTNERS, L.P.

By: Buffet G.P., Inc.
Its: General Partner

By: _____
Barry M. Barron, Sr.
CEO

CHATHAM CREDIT MANAGEMENT III, LLC

By: Chatham Capital Holdings, Inc., its Manager

By: _____
Name: Brian G. Reynolds

Title: Managing Partner